

CONTRACT BETWEEN
STATE OF RHODE ISLAND

AND

RHODE ISLAND STATE TROOPERS ASSOCIATION

EFFECTIVE DATE MAY 1, 2000 THROUGH April 30, 2003

MEMORANDUM OF AGREEMENT

In this Agreement entered into by and between the State of Rhode Island, hereinafter referred to as the "State", and the Rhode Island State Troopers Association, hereinafter referred to as the "Association", the parties hereby agree as follows:

PURPOSE

It is the purpose of this Agreement to carry out the policy of the State of Rhode Island by encouraging a more harmonious and cooperative relationship between the State and its employees by providing for procedures which will facilitate free and frequent communication between the State and its employees. By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present high standards of service of the people of the State of Rhode Island, and agree further that high morale and good personnel relations are essential to carry out this end.

ARTICLE I

RECOGNITION

1.1 The State hereby recognizes the Association as the sole and exclusive bargaining agent for all employees within the bargaining unit, said bargaining unit to consist of all State Policeman below the rank of Lieutenant as declared appropriate and

certified by the State Labor Relations Board in case number EE-1907.

ARTICLE II

AGENCY SHOP

2.1 Employees who are members of the Association on the effective date of this Agreement and those who become members hereafter shall, as a condition of employment, remain members of the Association.

2.2 New employees hired hereafter shall, as a condition of employment, become and remain members of the Association upon completion of six (6) months of employment.

2.3 All non-members shall pay to the Association a service charge as a contribution toward the administration of any collective bargaining agreement in an amount equal to its regular monthly dues.

2.4 The State Controller shall deduct from the wages of employees covered by this Agreement union dues and service charges as established by the labor organization.

2.5 The Union agrees to indemnify and hold the State harmless against any and all claims, suits, orders and judgments brought or issued against the State as a result of any action taken by the State under the provisions of this article.

2.6 The State Controller shall deduct Association dues from the wages of those members who have authorized in writing for the State to do so. The State Controller shall forward promptly to the

Association a check representing the amounts so deducted. Authority set forth in Section 36-6-17 of the General Laws of Rhode Island, 1956 as amended.

2.7 The Personnel Administrator shall give written notice to the Treasurer of the Association of those employees, within the bargaining unit, who become eligible for membership in the Association.

ARTICLE III

MANAGEMENT RIGHTS

3.1 The Union recognizes that except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the State and the employees are vested solely in the State.

For example, but not limited thereto, the Employer shall have the exclusive rights subject to the provisions of this Agreement and consistent with applicable laws and regulations:

- (a) To direct employees in the performance of official duties;
- (b) To hire, promote, transfer, assign, and retain employees in positions within the bargaining unit and to suspend, demote, discharge, or take other disciplinary action against such employees;
- (c) To maintain the efficiency of the operations entrusted to it;
- (d) To determine the methods, means, and personnel by which

such operations are to be conducted;

- (e) To relieve employees from duties because of lack of work;
and
- (f) To take reasonable action necessary to carry out the purposes of the Department which may arise in emergency situations, i.e., circumstances of a critical nature calling for immediate action to protect the public interest and which are not expected to be of a recurring nature.

ARTICLE IV

HOURS OF WORK

4.1 UNIFORM TROOPERS: The present work schedule for troopers shall consist of three consecutive days or nights on and three consecutive days or nights off, known as the "3 and 3 schedule", except as provided hereinafter as training time or otherwise provided elsewhere in this Agreement. In the event that a trooper is scheduled for training, the work week shall be scheduled as Monday through Friday during the training period. In this event, wherever reasonable, a trooper assigned to weekday training shall not be required to work the preceding or subsequent weekend to the training. However, except for emergency situations, the trooper shall not be required to work more than one Saturday and one Sunday from the preceding and subsequent weekend and overtime in this instance is to be paid on the basis of work performed in excess of forty (40) hours in a work week.

4.2 Whenever possible, troopers shall be permitted to use a state patrol car to return to and from their homes between consecutive scheduled work days.

4.3 The basic work week for a member of the Detective Division, Bureau of Criminal Identification, Intelligence Unit, Narcotics Unit, The Governor's Security Detail and the Accreditation Unit (hereinafter collectively referred to in this section as "members") shall be a seven (7) day period commencing 12:01 AM Sunday and shall consist of five consecutive days on and two consecutive days off, subject to the exceptions contained herein. Nothing herein shall preclude the Department from requiring a member to work at any time.

It is recognized that a certain projects may be necessary involving the members of the Intelligence Unit and the Detective Division (which includes the Narcotics Unit and the Bureau of Criminal Identification), in this event, for a period of not longer than ninety (90) days, these members may have scheduled work weeks which do not consist of consecutive days.

The regular scheduled work day shall consist of no less than six hours and shall not include split shifts. The regular schedule shall provide not less than eight hours between shifts. The basic work week for members assigned to "weekend" detail may consist of fewer than five consecutive days.

Members shall be scheduled to work forty nine and one half (49 1/2) hours during the basic work week. Members shall be paid overtime at a time and one-half rate for all scheduled hours over

forty-two (42). Normal scheduled hours while on authorized time off shall be counted as time worked for all purposes. Said work schedule shall be determined by the Superintendent, or his designee, and members shall be notified of said weekly schedule at least forty-eight (48) hours in advance of each scheduled work week.

Those members with a "bank" who work more than ninety-nine (99) scheduled hours during each two (2) week pay period, shall receive compensatory time for each additional hour of work, to be accumulated as a "bank" to a maximum of four hundred eighty (480) hours of compensatory time. If a member has banked four hundred eighty (480) hours of compensatory time, all additional hours or overtime worked shall be compensated by pay at the overtime rate.

Those members shall give reasonable notice for the use of compensatory time and shall be permitted to use such time off within a reasonable period after making the request, provided that such use does not unduly disrupt the operations of the Division. Requests by a member for taking of compensatory time shall not be unreasonably denied. A reasonable period for notice shall be a minimum of seventy-two (72) hours however, less notice may be provided by mutual agreement. Management reserves the right to determine the taking of and the timing thereof of a member's compensatory time hours for all hours above seventy-five (75) hours that have been banked by the member. Management shall provide forty-eight (48) hours notice to the member when requiring the member to take compensatory time. Compensatory time required by

Management to be taken must be in full scheduled day increments, however less than a full scheduled day may be taken by mutual agreement. All compensatory time hours accrued by the member shall be used as compensatory time off.

Management shall have absolute discretion as to flextime hours for those members. Flextime is defined as rescheduling the previously scheduled hours of any scheduled work day subject to the foregoing provisions. Management shall provide twenty-four (24) hours notice prior to changing a member's work schedule pursuant to flextime, unless an emergency situation arises and in that case, the twenty-four (24) hour notice shall not apply.

Whenever a member of the Detective Division has chosen to use compensatory time, management may substitute flextime for the compensatory hours taken during the seven (7) day work period. The purpose of this "reverse flex" is to prevent the accrual of compensatory time by a member of the Detective Division who has not worked a full week, as defined in this section (4.3). Should a "reverse flex" be utilized, the member will be re-credited the compensatory hours substituted with flextime.

The State, at its election, may pay for accrued compensatory time at the end of each fiscal year. Such compensatory time shall be paid at the regular rate of pay for that member as of the date of payment.

No more than one payment in cash or compensatory time shall be made for any overtime hour worked.

Vacation time shall take precedent over compensatory time off.

4.4 For the purpose of this Agreement, "work" is defined as any time a member is on active duty, required to be in his barracks, traveling from home and returning to home after being called back in case of emergency, or is required to be present in a court of law as part of his duties.

4.5 All members assigned to the "3+3 Schedule" shall be on a six-week cycle of rotating shifts which shall be prepared and posted in all barracks during the six-week cycle prior to taking effect. In the event it becomes necessary to change the scheduled work hours for any groups, the parties hereto shall make every effort to agree mutually on the hours for said schedule and fix the hours subject to the grievance procedure and arbitration provisions of this Agreement. The scheduled hours of work of each member shall not be changed without his receiving at least twenty-four (24) hours advance notice of said change.

4.6 Nothing in this Agreement shall affect the right of the State, in case of emergency, to "call back" or to require his attendance in a court of law.

4.7 Any member who wishes to change his days off or vacation may either request his superior in charge for a change or may substitute with a member of equal rank, provided such substitution is approved by his superior in charge. Such approval shall not be unreasonably withheld, and no reason need be provided by a member to support a desire to change his days off or vacation.

4.8 No employee who has performed work before or after scheduled shift hours will have the right or will be required by

the State by reason thereof to take time off to equalize his working hours.

4.9 Seminars and training sessions, including reasonable travel time within the regularly scheduled work day, which are attended at the request of the State shall be considered as time worked for regular time and overtime purposes. It is understood that an employee shall be entitled to overtime only in the event he exceeds the number of his regular scheduled work hours during the calendar work week.

4.10 Shift assignments shall be either consecutive days or consecutive nights and shall be for a period of six (6) consecutive weeks. No employee shall be required to work consecutive six (6) week cycles of nights.

4.11 Troopers who are required to attend court sessions shall be entitled to be off regular duty between shifts, of at least eight (8) hours' duration. In the event that a trooper is required to remain on duty at the end of the shift and the time in between shifts is not at least eight (8) hours, then the trooper shall be allowed a eight (8) hour rest period and the time between the regularly scheduled start of the shift and the time that he reports for duty shall be made up at the end of the shift.

4.12 The State shall be able to assign up to fifty (50%) percent of the patrol cars at the barracks to the patrol car shift that commences at 7:00 a.m. and ends at 8:00 p.m. Troopers may utilize their seniority in determining assignment to the 7 a.m. patrol car. In the event that an insufficient number of troopers

desire the 7 a.m. shift, the State has the right to assign the least senior troopers to the 7 a.m. patrol car. One non-commissioned officer at Lincoln Woods barracks and one non-commissioned officer at Hope Valley barracks shall work a shift that commences at 7 a.m. and ends at 8 p.m. A minimum of one non-commissioned officer shall be on duty between 8 p.m. and 9 p.m.

4.13 Members assigned to planning and research and the Training Academy shall receive the sum of twenty-five (25%) percent in lieu of overtime.

4.14 (a) The Traffic Tribunal Officer shall be assigned to a five days on and two days off schedule and shall remain eligible for overtime and other assignments authorized by the Superintendent. The Traffic Tribunal Officer shall be selected on a voluntary basis according to seniority among eligible corporals and shall remain in this assignment for a minimum of twelve (12) months unless promoted, requests a transfer that is approved by the department, or removed for cause. Subsequent to the twelve-month period, said Tribunal Officer shall remain in such assignment unless he/she is promoted, requests a transfer or is removed for cause. If no corporals volunteer for such assignment it shall be filled according to lowest seniority.

(b) The parties agree to continue the Wickford court officer position and to establish a court officer position at the Hope Valley, Lincoln and Chepachet Barracks. The Court Officers at these barracks shall be assigned to a five day on and two days off schedule and shall remain eligible for overtime and other

assignments authorized by the Superintendent. The Court Officers shall be selected on a voluntary basis according to seniority among eligible corporals and shall remain in the assignment for a minimum of twelve (12) months unless promoted, requests a transfer that is approved by the department, or removed for cause. Subsequent to the twelve-month period, the Court Officer shall remain in such assignment unless he/she is promoted, request a transfer or is removed for cause. If no corporal volunteers for such assignment, it shall be filled according to lowest seniority.

ARTICLE V

OVERTIME

5.1 It is agreed that when it becomes necessary for the efficient conduct of the business of the State, an appointing authority may direct or authorize overtime work.

5.2 Overtime for uniformed employees shall be defined as the required performance of work in excess of the established weekly work schedule as set forth in Article IV herein, and the hourly rate for overtime purposes shall be computed for the term of this contract on the basis of two thousand one hundred eighty-four (2184) working hours per year.

5.3 Time and one half shall be paid in each or any of the following instances, and such instances shall not be dependent on any other instance, but there shall be no pyramiding of overtime.

- (a) For all work performed in excess of the established weekly work schedule prescribed by the posted schedule.

- (b) In the event that a uniformed trooper or detective is either called back to work or placed on standby for call-back, he or she shall be compensated at the rate of time and one half hours for all time incident thereto including time spent traveling to and from home or for a minimum of four hours at time and a half, whichever is greater.
- (c) (1) All court appearances required of a State Trooper outside of his/her regularly scheduled tour of duty shall be compensated at the rate of time and one half (1 1/2) his/her regular rate of pay for all time incident to and part of his/her court appearances, which shall include all time after a trooper reports to his/her barracks before appearing in court until the trooper leaves his/her barracks after the court appearance, or a minimum of four (4) hours pay at a rate of time and one-half (1 1/2), whichever is greater.
- (2) In the event an employee is required to appear in court on the same day as earlier placed on "call back" or on "stand by for call back" the employee shall be paid time and one half (1.5) for the actual time spent earlier on his/her earlier 'call back' or 'stand by for call back'
- (d) For all work performed on the holidays enumerated in Section 9.1 herein, in addition to the provision of Section 9.2 providing for an additional day's pay for the

foregoing holidays. All time worked during a member's shift which originates during the day of the foregoing holidays and extends to the next day shall be included for time and a half purposes.

5.4 Overtime work is to be made a matter of record and distributed fairly and equitably among employees capable of performing the work in their respective class of position. Upon request, a record of overtime work will be furnished the Association at the close of each pay period.

5.5 Present payroll practices regarding the computation of time worked for the purpose of computing overtime shall be continued.

5.6 A member's regular rate of pay shall include his base pay and longevity pay.

5.7 Whenever classified state employees are excused from work in accordance with the provisions of Section 5.051 of the Personnel Rules, each member of the bargaining unit who is required to work shall be granted, in the discretion of the Superintendent, either compensatory time off or cash payment for this service at the rate of one and one half (1-1/2) times for each hour worked.

5.8 With the exception of members referred to in Article 4.3, an employee shall receive double time his regular rate for all hours worked in excess of fifteen (15) consecutive hours in any one day or in excess of fifteen (15) consecutive hours from one day to the next.

ARTICLE VI

SALARIES

6.1 It is agreed that all employees covered by this Agreement shall receive a wage increase according to the attached schedule.

6.2 All employees covered by this Agreement shall receive a one-step increase at the end of six (6) months from their appointment date and an additional one-step increases in accordance with Appendix A.

6.3 A Trooper shall be advanced to the rank of Senior Trooper upon completion of six (6) years of service as a Trooper.

6.4 Each employee shall continue to receive longevity increases according to the following formula:

<u>Years of Service</u>	<u>Percentage Increase On Base Rate</u>
5	5 %
8	7.5 %
11	10 %
15	15 %
20	17 1/2 %
21	20 %

6.5 The term "service" as used in this Agreement shall include all time spent on active duty, vacations, sick leave, authorized leave of absence, military training leave, and training academy time.

6.6 (a) Out of Rank Pay - Except as provided in 6.5 (b) herein, an employee who has been allowed or ordered to perform the responsibilities of a higher rank shall receive the regular pay of the rank immediately above his own after he has performed such

higher rank responsibilities for a minimum of his three (3) work days within any nine (9) calendar day period unless the higher rank person is engaged in authorized training, in which event a five (5) day minimum shall apply for performing higher rank responsibility. A minimum of five (5) work days in any fourteen (14) day calendar period shall be applicable to troopers and corporals assigned to the Commercial Enforcement Unit. In the event the employee thereafter continues on his consecutive workdays to perform responsibilities of a higher rank, the higher rank pay shall continue for those days. The employee shall notify the on-duty Officer in Charge (OIC) or The Night Executive Officer by departmental e-mail with a copy to the respective District Commander prior to securing from duty if the employee has been performing the duties of a higher rank for a work shift. It will be the responsibility of the employer to notify the employee by departmental e-mail or other communication prior to or upon arrival for the next work shift of the employee as to whether the employee shall continue to perform higher rank responsibilities and to establish the duration of any performance of higher rank responsibilities. The State agrees to administer this provision without the necessity of the affected employee having to request higher rank pay. If a Trooper or Corporal is performing authorized out of rank responsibilities, he or she shall remain eligible to perform division overtime or road detail assignments. Section 6.6 (a) shall not apply to those members performing out of rank duties pursuant to Section 6.6 (b).

6.6 (b) Out of Rank Pay - Sergeants and OIC/NCOIC Commercial Enforcement Unit. Out of Rank pay shall consist of the Regular Pay (base pay and longevity pay) and any Supplemental Pay of the rank immediately above his own and shall apply to those members who shall be assigned:

1. The duties of a Patrol Commander at a Barracks for a period covering at least nine (9) consecutive calendar days. The parties agree that the number of days under this provision is dependent upon the regular weekly schedule of the Lieutenant. Should the regular weekly Lieutenant's schedule change, then the number of days herein shall change accordingly; or
2. The duties of the OIC/NCOIC in charge of the Commercial Enforcement Unit for a period covering at least twelve (12) consecutive days, or
3. The duties of the Night Executive Officer for at least (1) calendar day.

The member will assume the normal schedule of the Night Executive Officer, the Patrol Commander or the OIC or NCOIC of the Commercial Enforcement Unit. The members so performing these duties will be designated by the Superintendent or his designee as an Acting Night Executive Officer or Acting Patrol Commander or Acting NCOIC or OIC of the Commercial Enforcement Unit, in writing by departmental e-mail. The designated member will be expected to perform all the duties and responsibilities normally performed by a Patrol Commander, a Night Executive Officer or an OIC or NCOIC

including the performance of work outside normally scheduled hours, as appropriate. A member designated to perform the duties of the Patrol Commander for a minimum of the period prescribed in 6.6 (b) 1 above shall not be eligible to perform division overtime or road detail assignments for the duration of the temporary assignment. A member designated to perform the duties of a Night Executive Order may perform division overtime or road detail assignments while on leave status provided that such assignments end at least eight (8) hours before commencing or at least eight (8) hours after completing the Night Executive Officer work shift. Designation of higher rank responsibilities pursuant to this section shall be distributed fairly and equitably among employees capable of performing the work in their respective class of position and is normally expected to be assigned a week in advance in accordance with normal scheduling procedures. If a Sergeant is designated as an Acting Patrol Commander, it is intended that the Sergeant as Acting Patrol Commander will continue to perform any of the Sergeant's normal responsibilities that are above those expected to be performed by a Trooper or Corporal. If a Sergeant is designated as a NCOIC in charge of the Commercial Enforcement Unit, it is intended that the Sergeant as Acting Unit Commander will continue to perform any of the Sergeant's normal responsibilities that are above those expected to be performed by a Trooper or Corporal. If a Corporal is designated as NCOIC in charge of the Commercial Enforcement Unit, it is intended that the Corporal as Acting Unit Commander will continue to perform any of the Corporal's normal

responsibilities that are above those expected to be performed by a Trooper.

6.7 Wage increases pursuant to contract negotiations or arbitration awards shall be paid within forty (40) days of contract ratification or receipt of an award.

6.8 Salaries set forth in Appendix A are intended as full compensation for all scheduled straight time worked up to, and including, one hundred and forty-seven (147) hours within any twenty-four (24) day "Garcia cycle."

6.9 A minimum of four (4) hours straight time pay and a maximum of eight (8) hours straight time pay shall be provided for out of state travel on a weekend for school/training/department business. Four (4) hours of straight time shall be paid for a Sunday when travel out of State occurs on a Saturday and the school/training/department business commences on Monday. The foregoing paid time shall be considered as Garcia time.

ARTICLE VII

UNIFORM MAINTENANCE

7.1 Each fiscal year, a member shall receive an annual uniform maintenance allowance of Seven Hundred Fifty (\$750.00) Dollars.

7.2 A separate clothing allowance of Twenty-five (\$25.00) Dollars shall be provided during each fiscal year to each detective.

7.3 Members of the Detective Division will receive a shoe

repair allowance of a maximum of fifty (\$50.00) Dollars during each fiscal year. Receipts for shoe repairs must be presented for payment.

7.4 The State agrees to supply each member with all necessary uniforms, protective clothing and equipment necessary in the normal performance of duties, and to replace said uniforms and protective clothing and equipment whether such replacement is occasioned by loss, damage or ordinary wear and tear arising in the normal performance of duties as a State Policeman.

7.5 The State shall reimburse any employee for expenses incurred for the repair or replacement of a watch, eyeglasses or dental work incurred pursuant to the performance of duties.

7.6 The State shall pay members of the Detective Division such sums not exceeding two hundred fifty dollars (\$250.00) during any fiscal year necessary to replace or repair any clothing damaged or destroyed while in the performance of duty. The original cost, depreciation, and repair costs shall be factors considered in determining the amount of payment to which a member shall be entitled hereunder. Receipts or other proof of costs or repairs must be presented for payment.

7.7 Wearing of summer uniforms shall be effective on each May 1st; wearing of Traffic shirts shall be effective October 1st. This schedule shall not be changed unless the Department or barracks commander determines that weather conditions warrant otherwise, in which case they shall exercise their prerogative reasonably.

7.8 The State shall be responsible for the cost of reasonable uniform alterations, repair and change of insignia.

7.9 Protective vests, reasonably up to date and within N.I.J. standards, shall be provided to all bargaining unit personnel and the wearing of these vests may be made mandatory by the Department.

ARTICLE VIII

SENIORITY

8.1 It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of days off, vacation time, holiday time, layoff and recall, and after four (4) years of service, seniority shall be recognized in choice of barracks and squad assignments for existing vacancies and provided that the Superintendent shall be entitled to maintain a reasonable balance in each barracks up to fifty percent (50%) between senior members and those with less than four (4) years service. Such barracks transfers shall be fully implemented within fifteen (15) days from the time the Department receives a written request. A member is eligible for only one (1) barracks transfer within any twelve (12) month period.

A member may be provided a barracks transfer without regard to these provisions for reason of hardship or extenuating circumstances provided the Superintendent and the Association approve.

8.2 Seniority, except for purposes of barracks and squad assignments, is defined as the length of service within the

bargaining unit as set forth in case number EE-1907 in Article I. Seniority for the purpose of barracks and squad assignments shall be defined as service within a class of position. Credit for seniority shall include all periods of leave without pay, vacations, sick leave, disability and military leave within the bargaining unit.

8.3 The Personnel Administrator shall prepare and forward to the Secretary of the Association a seniority list of employees. Seniority lists shall be revised when necessary and shall be prepared and posted on approved bulletin boards showing the employee's name, class of position and seniority. All new and vacant positions shall be posted on the Association's bulletin board for a period of one (1) week. Employees applying for such vacancies shall make a request in writing to the personnel office not later than three (3) days after posting. Every effort will be made to fill vacancies from within the bargaining unit.

8.4 Seniority for members of the same class shall be governed by class standing at graduation.

8.5 Within each barracks, a list will be maintained by seniority by class of position. For this purpose, those with more than four (4) years of service will be considered to be the top Fifty (50%) Percent of the seniority list. Those with less than four (4) years of service will be considered to be the lower Fifty (50%) Percent of the seniority list. Squads will then consist of an equal amount of senior and junior troopers within each barracks.

8.6 Non-coms shall be relieved of responsibility only for

just cause. The Department shall upon request inform a member in writing as to the reasons for his being relieved of responsibility and such action by the Department shall be subject to the grievance procedure.

ARTICLE IX

HOLIDAYS

- 9.1 The following shall constitute the official holidays:
- | | |
|------------------------|------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Memorial Day | Veteran's Day |
| Independence Day | Thanksgiving Day |
| Victory Day | Christmas Day |

Any day on which a general election of State officers is held as Election Day.

Any day on which the Governor or General Assembly shall appoint as a holiday.

9.2 It is agreed that each employee shall receive an additional day's pay during the pay period in which each of these holidays fall. The additional day's pay shall not be used in the computation of overtime. In addition, time and a half shall be paid for work performed by uniform personnel on these holidays. Employee's holiday pay shall be computed by dividing the number of employee's scheduled work and/or vacation days during the pay period in which the holiday falls into his regular earnings for the pay period.

The practice for detectives regarding time worked shall include the same holidays as provided in Section 9.1 herein.

- 9.3 Holiday work shall be rotated wherever possible.

ARTICLE X

VACATIONS

10.1 All State Troopers covered by this Agreement shall receive a vacation with pay according to the following schedule:

- 1) At least five (5) months of service but less than one(1) year - thirteen (13) working days.
- 2) From one (1) year of service to the end of that calendar year-- vacation shall be prorated based upon twenty-one (21) annual vacation days.
- 3) From January 1 of the next calendar year to ten (10) years of service--twenty-one (21) working days per year.
- 4) From ten (10) years of service to the end of that calendar year vacation shall be prorated based upon twenty-eight (28) annual vacation days.
- 5) From January 1 of the next calendar year-- twenty-eight (28) working days per year.

10.2 Vacations during the first (1st) year of service shall not be taken prior to five (5) months of service.

10.3 When the service of an employee shall be terminated by resignation, death, dismissal or otherwise, if such employee shall not have used vacation time equal to his vacation credits, such employee or his estate shall on such termination be entitled to receive full pay for each hour of vacation to his credit as of the date of termination.

10.4 State Policemen in the United States Military, Naval or Air Reserve, or the Rhode Island National Guard who have summer reserve duties shall not suffer any reduction in vacation as a result thereof.

10.5 Annual vacations shall be granted between January 1 and December 31 and all unused vacation days shall be paid at the end of the vacation year. Pay for each unused vacation day shall be determined by dividing the employee's gross annual regular wages by the employee's total number of scheduled days in the vacation year. However, an employee who has unused vacation at the end of a calendar year shall have the option to carry over this vacation time to the subsequent year. Any vacation time carried over to the next calendar year will have to be taken by June 30th of that year. Any vacation time carried over and not used by June 30th will be paid to the employees at that time. Vacation time shall be counted as Garcia Time.

10.6 Time taken as sick days outside the employee's prescribed vacation periods shall not be considered as vacation days.

10.7 Except in cases of emergency, employees shall not be required to report back to work in interruption of a scheduled leave or vacation which shall include the trooper's scheduled days off immediately before and after said leave or vacation.

10.8 The vacations of Lieutenants and Patrol Commanders will not be allowed to interfere with vacations scheduled by members of the bargaining unit except in cases of emergency. Bargaining unit members may work on all overtime programs that are authorized by the Superintendent. It is understood that overtime details normally performed by uniformed personnel and road details shall be offered to all eligible off-duty uniformed personnel prior to being offered to detectives. In the event that it becomes necessary to

order back employees for road details, those members of the Detective Division who have signed up for road details shall be subject to such call back on the same basis as uniformed members consistent with Division operational needs.

10.9 Members shall not be ordered back to work while on vacations except in emergencies.

10.10 Members shall submit requests for vacation dates a minimum of three (3) weeks in advance of their respective vacation periods. Vacation periods are defined as consecutive four (4) month periods for those members with ten (10) years or less of service and as consecutive three (3) month periods for those members with more than ten (10) years of service. Except in those instances where a member has requested by January 31 of each year, an extended vacation defined as at least seventy-five (75%) percent of one's annual entitlement and which shall be granted by seniority, manpower permitting, members shall be required to schedule and take vacation during their respective vacation periods each calendar year as follows:

- a. Upon appointment, members who have completed the Academy shall take a minimum of three (3) vacation days.
- b. Members with one (1) year to five (5) years of service shall take a minimum of nine (9) vacation days during the first four (4) month period of the calendar year, and shall take six (6) vacation days in each of the last two (2) four (4) month vacation periods.
- c. Members with six (6) years of service through ten (10)

years of service shall take a minimum of fifteen (15) vacation days during the first eight (8) months of the calendar year, with at least six (6) vacation days taken during each four (4) month period.

- d. Members with more than ten (10) years of service shall take a minimum of twelve (12) vacation days during the first six (6) months of the calendar year with at least six (6) vacation days taken during each three (3) month vacation period.

Provided there is a non-commissioned officer scheduled for duty at each barracks, two (2) members in each barracks (not to include court officers) will be permitted to schedule vacation at any time. Additional members may be granted a vacation in each barracks at any time provided that there is adequate staffing.

ARTICLE XI

SICK LEAVE & BEREAVEMENT PAY

11.1 All employees covered by this Agreement will continue to receive unlimited sick leave with the approval of the Superintendent.

11.2 In the event of a death in the immediate family of an employee, said employee shall be granted leave with pay up to four (4) working days. Immediate family shall include parents, spouse, children, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, grandchild, brother, sister and any relative who is domiciled in the employee's

household. One (1) day will be granted in the event of the death of any other relative not specified above unless an emergency or shortage of manpower exists. Immediate family shall include same sex and opposite sex partners who have lived together for six (6) months and who have made a commitment to live together as a family.

11.3 An employee who is on sick leave due to a non job related injury or illness longer than nine continuous months shall, upon return to active employment, be entitled on a pro rata basis to any vacation remaining for the calendar year or years during which the sick leave occurred. Said pro-rata entitlement shall be determined by the percentage of active service weeks within the calendar year(s) during which the employee was not on sick leave.

ARTICLE XII

HEALTH & WELFARE

12.1 The State will maintain the current Health Benefits Plan through December 31, 2001.

12.2 On and after January 1, 2002, and for at least three (3) calendar years through December 31, 2004, the State will offer to unionized active State employees a product such as "Blue Cross Healthmate Coast to Coast" and/or "United Health Care's Choice Plus (Nationwide)" or a substantially equivalent package of benefits delivered through a PPO. An indemnity plan (e.g. Classic Blue) will no longer be offered.

12.3 Except for the drug co-pay and current charges for office visits, the State will pay the entire cost of such plan.

12.4 The employee waiver will be increased from \$1,300 to \$2,000 effective January 1, 2002.

12.5 Employee Drug Co-Pay The employee drug co-pay shall be as follows:

<u>Date</u>	<u>Generic</u>	<u>Formulary</u>	<u>Non-formulary</u>
Jan. 1, 2002	\$5.00	\$10.00	\$20.00
Jan. 1, 2003	\$5.00	\$11.00	\$25.00
Jan. 1, 2004	\$5.00	\$12.00	\$30.00

The State will explore the feasibility of offering a drug mail order program, which will be less expensive for both the State and the employees.

12.6 The State will provide all of the foregoing fringe benefits, including a vision/optical care program for the employees without cost to the employees.

12.7 Dental Program: The State will provide, without cost to the employee, a dental plan for the employees and their family. The coverage shall be increased from \$800 to \$1,200 under the dental program to be effective upon the expiration of the current dental program.

12.8 The State shall pay, as hereinafter indicated, for continued family or individual health care for every member of the Rhode Island State Police who:

1. Is a member of the collective bargaining unit at the time of his retirement, and;
2. Who shall have served at least twenty (20) years in the department at the time of his retirement or was injured and retired pursuant to 42-28-21 of the General Laws of Rhode Island, and;

3. Carried a gun on his person in the course of performing his duties as a member of the Rhode Island State Police a sum of money equal to the cost of the health care coverage provided for the retiree (and his family) immediately prior to his retirement.

The State's obligation shall continue until (1) the retiree or his spouse receives the equivalent or better health care coverage from another employer or (2) the retiree becomes eligible for Medicare or another federally subsidized health care program. If the equivalent or better health care program provided by another employer of the retiree or his spouse ceases to be provided at any time before the retiree becomes eligible for Medicare or another federally subsidized health care program, then the State's obligation to pay for health care coverage as aforesaid shall resume.

12.9 The parties agree to establish a committee composed of two members of the Union and two members from the State. The purpose of the committee is to develop a stress program for the State Police using the stress program as used by the Department of Corrections.

12.10 The State agrees to pay all medical, surgical and hospitalization expenses not covered under the aforesaid health insurance plans when such expenses are occasioned by or occur in any accident, injury or by any incapacitation sustained by an employee in the course of his employment.

ARTICLE XIII

RETIREMENT PLAN

13.1 Each member shall be entitled to the retirement benefits as provided in Section 42-28-22 of the General Laws of Rhode Island, 1956 as amended.

13.2 In computing the period of service for purposes of determining eligibility for retirement benefits, the period of time spent at the Rhode Island State Police Training Academy shall be added to other periods of qualifying services.

13.3 Whole remuneration pursuant to Section 42-28-22 of the General Laws of Rhode Island, 1956 as amended, shall include overtime pay for the greatest number of overtime hours worked, up to four hundred (400) hours, during the last five (5) years of service in the bargaining unit. The hours referred to herein shall be cumulative for the five (5) year period referred to. The foregoing shall not be applicable to an employee, who at the time of retirement is receiving, at the minimum, the current twenty-five (25%) percent salary differential.

An employee transferred for any reason from the training academy staff or the planning and research unit to any other unit during the last five (5) years in the bargaining unit prior to retirement shall have included as whole remuneration the twenty-five (25%) percent differential or pay for the overtime hours worked (maximum of four hundred (400) hours) as an employee during this period, whichever is greater.

Annual allowances for clothing and uniform maintenance shall be included as "whole remuneration" pursuant to Section 42-28-22 of the General Laws of Rhode Island, 1956 as amended.

ARTICLE XIV

DEATH & DISABILITY BENEFIT

14.1 Benefits for death or disability of a member arising in the course of performance of a State Policeman's duties shall be provided in accordance with the provisions of Section 42-28-21 of the General Laws of Rhode Island, 1956 as amended.

14.2 Benefits for death of a member due to any cause other than that incurred in the course of performance of his duties, occurring while in service of the State or after retirement, shall be provided in accordance with the provisions of Section 42-28-21 of the General Laws of Rhode Island, 1956 as amended.

14.3 Any condition of impairment of health caused by hypertension or heart disease resulting in death or total or partial disability, as determined by the Police Surgeon after consultation with a physician specializing in the field of medicine involved, to a member of the State Police who successfully passed a physical examination on entry into such service, which examination failed to reveal any evidence of such condition, shall be presumed to have been suffered in the performance of his duty and shall be considered job connected and will make him or his surviving dependent relatives eligible for pension of Seventy-five (75%) Percent of his base pay in accordance with the provisions as

set forth in Section 42-28-21 of the General Laws of Rhode Island, 1956 as amended.

14.4 The State shall provide a death benefit in the amount of seventy-five thousand (\$75,000) dollars to be payable to the surviving spouse, or other surviving dependent relative designee or if no surviving spouse or other surviving dependent relative designee, then to the surviving dependent relatives, of a member who is killed in the line of duty. This provision shall not apply in the event that the General Assembly provides for a greater death benefit.

ARTICLE XV

GROUP LIFE INSURANCE

15.1 It is agreed that all employees shall be eligible to participate in the State Employees' Group Life Insurance Program, as established by Section 36-12-6 of the General Laws of Rhode Island, 1956 as amended.

15.2 The following provisions of the insurance program are set forth herein:

- (a) Each new employee will be automatically covered unless such employee designates in writing that he desires not to be insured.
- (b) Each covered employee will be provided with an amount of group life insurance equal to the amount of his annual compensation taken to the next higher multiple of One Thousand (\$1,000.00) Dollars plus an equal amount of

group accidental death insurance with dismemberment coverage.

- (c) Each such amount of insurance will be reduced by Two (2%) Percent thereof at the end of each calendar month following the date the employee attains the age of sixty-five (65) years until the amount of such insurance reaches Twenty-five (25%) Percent of the coverage in force immediately prior to the employee's sixty-fifth (65th) birthday.
- (d) The cost to the employee of such insurance shall not exceed the rate of twenty-five (\$0.25) Cents biweekly for each One Thousand (\$1,000.00) Dollars of his group life insurance.
- (e) Upon an employee's termination from state service, the policy may be converted to an individual policy of life insurance at standard rates.

ARTICLE XVI

MILITARY LEAVE

16.1 Every employee covered by this Agreement who has left or shall leave his position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in the Rhode Island National Guard or Naval Reserve, or by reason of enlistment, induction, commission or otherwise) and who has been employed for one hundred eighty (180) or more calendar days within the twelve

(12) months next preceding such entrance into the armed forces is entitled to and is hereby granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Reenlistment or other continued service in the armed forces resulting from a choice by the employee shall serve to cancel such leave.

16.2 For the first sixty (60) calendar days of such absence, every such employee shall be paid by the State the same amount as he would have received had he not been absent from his position.

16.3 During that part of the period of leave described above for which the employee shall receive his salary, he shall also accrue such sick leave and annual leave credits as he would have accrued while working in said position during such period of sixty (60) days.

16.4 Employees on military leave shall be granted yearly salary increases and longevity increases when due in accordance with the conditions of eligibility outlined in these regulations.

16.5 At the conclusion of such military leave of absence, the employee shall be returned to his position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made. At the conclusion of each calendar year during such absence,

annual leave and sick leave accumulations shall be carried over to the credit of the employee.

ARTICLE XVII

MILITARY TRAINING LEAVE

17.1 Employees covered by this Agreement who by reason of membership in the United States Military, Naval or Air Reserve or the Rhode Island National Guard or Naval Reserve, are required by the appropriate authorities to participate in training activities or in active duty as a part of the state military force or special duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one calendar year, which shall include up to five individual days for required week-end training. Should the employee be required to participate in such training activities for a period greater than fifteen (15) days, he shall be granted leave without pay for this purpose.

17.2 During the period of military training leave with pay, the employee shall accrue sick and vacation leave credits.

17.3 Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one (1) day or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the respective armed service.

ARTICLE XVIII

LEAVE WITHOUT PAY

18.1 It is required that, upon written application, a non-probationary employee may be granted a leave without pay, not to exceed four (4) months, subject to renewal, for any purpose deemed proper by the appointing authority.

18.2 At the expiration of such leave, the employee shall be returned to the position from which he is on leave at the same step of the then current range for his class of position.

18.3 Seniority shall be retained and accumulated during all leaves without pay.

ARTICLE XIX

IN-SERVICE TRAINING

19.1 Whenever training courses or other schooling are available and offered to employees, the employees chosen by the Superintendent to attend such course or schooling shall be selected on the basis of aptitude and interest in said courses or schooling to insure the greatest potential benefit to the Department and the State. A written notice of all available training courses or schooling shall be posted in each barracks in order to give each employee the opportunity to sign up for attendance and be given consideration as a candidate for said training courses or schooling.

19.2 In the event an appropriate course of instruction is

offered within the State of Rhode Island, any employee who attends such instruction on his own time shall be reimbursed for any tuition and any reasonable expenses attendant thereto. Advance approval by the Superintendent shall be necessary for reimbursement of tuition and reasonable expenses incurred by an employee who attends an appropriate course of instruction on his own time outside the State of Rhode Island.

19.3 Members entitled to Incentive Pay and/or Tuition Reimbursement payments shall receive these funds prior to October 1st or within forty (40) days after a valid claim has been filed. In case of non-compliance, an arbitrator may award interest if deemed appropriate.

ARTICLE XX

ASSOCIATION COMMITTEE

20.1 Designated Association members or officers shall be granted time with pay during working hours to investigate and seek to settle grievances and to attend hearings and meetings and conferences on contract negotiations with state officials. Such time shall be with the approval of the Superintendent, and such approval shall not be unreasonably withheld.

Four (4) Association officers, President, Vice President, Secretary and Treasurer, shall be permitted time off with pay during their duty hours to attend one (1) monthly Association meeting. The Colonel or the Executive Officer may determine that an emergency or shortage of manpower reasonably prevents any of

these officers from being excused from duty to attend a Association meeting.

20.2 No Association steward or committee member or representative shall be discriminated against as a result of the performance of legitimate Association business.

20.3 The Association shall furnish the State and the Department with a written list of its officers immediately after their designation and shall promptly notify the State of any change in such officers.

20.4 Association representatives will be permitted to visit Association officers and committee members on state premises for the purpose of discussing Association business.

20.5 A time period during orientation will be made available to the Association to describe and explain its functions.

20.6 The President of the Association, upon request, will be assigned, while in office, to permanent days.

ARTICLE XXI

BULLETIN BOARDS

21.1 The State agrees to provide reasonable bulletin board space in all barracks for exclusive use by the Association where notices may be posted.

21.2 Notice of Association meetings may be given by e-mail.

ARTICLE XXII

FUNERAL BENEFITS

22.1 The State agrees to pay for all funeral and burial expenses of an employee killed in the course of performance of his duties even though said employee may not actually be on his regular tour of duty.

ARTICLE XXIII

GRIEVANCE PROCEDURE

23.1 (a) For the purpose of this Agreement, the term "grievance" means any difference or dispute between the State and the Association or between the State and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

(b) It is agreed that the Superintendent may dismiss or otherwise discipline an employee for just cause during the term of his enlistment. Just cause shall include the principle that all discipline be uniformly imposed and appropriate to the offense committed. However it is understood that nothing herein shall in any way be construed to modify, amend or repeal in any manner whatsoever the provisions of Section 42-28-10 of the General Laws of Rhode Island, 1956 as amended.

23.2 There shall be a grievance procedure as follows:

(a) A grievance shall be presented by the aggrieved employee and/or by the Association to the employee's immediate

supervisor or appropriate authority within fourteen working days of the employee's/Association's knowledge of the occurrence of such event.

- (b) The immediate supervising officer or appropriate authority shall attempt to settle the problem within five working days.
- (c) If the grievance is not resolved according to Section (b) above, it shall be reduced in writing within a ten calendar day period of step (b) and a meeting between the aggrieved, the Association's representative and the Major of Administrative Services shall occur within three working days of receipt of the written grievance. If the grievance is denied, the Major of Administrative Services shall render a written explanation to the Association and the employee within three working days of the aforesaid meeting.
- (d) If the grievance is still not resolved according to Section (c) above, the Association and/or employee may, within five (5) working days of the response, request a meeting with the Superintendent or his designee. A meeting shall be scheduled to occur within five (5) working days of the receipt of said request. If the grievance is denied, the Department shall issue a written explanation to the Association and employee within three (3) working days after the aforesaid meeting.
- (e) In the event the grievance is not settled in a manner

satisfactory to the Association, then such grievance may be submitted to arbitration in the manner provided herein. Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The State, on request, will produce payroll and other records, as necessary. Members of the Association Committee, stewards, the aggrieved employee, and employee witnesses who are state employees will be paid at their regular rate up to their normal quitting time for time spent in processing grievances. The Association's representative will have the right to assist the aggrieved at any step of the grievance procedure. Nothing contained herein deprives an individual employee of the right to process his grievance through (c) above without Association representation. If such grievance is processed without Association representation, the facts and all written employer responses of said grievance will be furnished to the Association.

- (f) It is also agreed that in all cases of dismissal or grievances of the Association, the aggrieved and/or the Association may go immediately to Section (d) of the grievance procedure and such action of filing a grievance or requesting a meeting shall occur within the days prescribed in (a).
- (g) In the event that an employee is dismissed, demoted or

suspended under this section and such employee appeals such action and his appeal is sustained, he shall be restored to his former position and compensated at his regular rate for any time lost during the period of such dismissal, demotion or suspension.

- (h) Written reasons for denying grievances shall be provided under Sections (c) and (d) above.
- (i) Working days for the purposes of this Article shall be defined as a day on which the affected State Trooper is scheduled to perform a regular tour of duty. Working days for purposes of an Association grievance shall be defined as Monday through Friday.

ARTICLE XXIV

ARBITRATION

24.1 If a grievance is not settled under Article XXIII, such grievance shall, at the request of the Association or the State, be referred to the American Arbitration Association in accordance with its rules.

24.2 The decision of the arbitrator shall be final and binding upon the parties. The expenses of such arbitration shall be borne equally by the parties.

24.3 Only grievances arising out of the provisions of this contract relating to the application, interpretation or violations thereof may be submitted to arbitration.

24.4 All matters concerning changes in wage schedules,

monetary fringe benefits or any other matters requiring the appropriation of money shall not become a subject for arbitration. It is understood that this section shall not apply to any obligation arising under this Agreement.

24.5 All submissions to arbitration must be made within twenty (20) days after the grievance procedure decision.

ARTICLE XXV

EDUCATION INCENTIVE

25.1 A member having a Bachelor's degree which is job related, shall receive \$750 per fiscal year. In addition, the State will pay an additional sum of \$450 per fiscal year to an employee who possesses either a Master's degree or a Juris Doctor. Subsequent to the execution date of this Amendment (June 16, 1997), any Master's degree acquired must be job related for entitlement as provided herein. Members having an Associate's degree shall receive educational incentive benefits in accordance with the General Laws of Rhode Island, 1956 as amended.

ARTICLE XXVI

SAVINGS CLAUSE

26.1 Should any provision of this Agreement, or any application thereof, be unlawful by virtue of any Federal or State law, such provision of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

26.2 Except as otherwise expressly provided herein, all privileges and benefits which employees have hitherto enjoyed shall be maintained and continued by the State during the term of this Agreement.

ARTICLE XXVII

ALTERATION OF AGREEMENT

27.1 It is hereby agreed that any alteration or modification of this agreement shall be binding upon the parties hereto only if executed in writing.

27.2 The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XXVIII

AMENDMENT OF EXISTING RULES

& REGULATIONS

28.1 The State hereby adopts the provisions of this agreement as modifications to and revisions and amendments of any existing rules and regulations of the Department which are inconsistent with or in any way contrary to the provisions of this agreement.

ARTICLE XXIX

MISCELLANEOUS PROVISIONS

29.1 Promotions affecting members of the bargaining unit shall be made within thirty (30) days of a vacancy occurring.

29.2 Detectives shall not be assigned duties of uniformed troopers unless all uniformed troopers have first been provided the opportunity to perform said work.

29.3 Detectives shall be relieved of detective duty only for just cause subject to the grievance procedures.

29.4 The two (2) man late patrol system shall be applicable.

29.5 A member shall not be required to report back for work to fulfill a one (1) day work schedule between scheduled leaves for vacations.

29.6 The State shall make known to each appointee the existence of the contractual relationship provided by this agreement.

29.7 The State shall make available to each employee a copy of the written job description applicable to the position occupied by the employee.

29.8 The State agrees to provide a copy of this agreement to each employee covered by these terms.

29.9 Every member shall be allowed reasonable opportunity to review the contents of his personnel file upon request.

29.10 Employees will be given a copy of any evaluation or recommendation report which has been prepared by their superiors

and will have the right to discuss such reports with their superiors.

29.11 No material which is derogatory to an employee with regard to his conduct, service, character, or personality will be placed in his personnel file unless he had an opportunity to review the material.

29.12 No disciplinary suspension of an employee is to occur without an employee being entitled to a departmental proceeding. One officer of the Association may be present at all disciplinary departmental proceedings if so requested by the involved employee. In the event an employee is suspended, all fringe benefits shall continue for the period of suspension, not to exceed six (6) months.

29.13 Regular salary shall continue during a period of disciplinary suspension prior to a departmental hearing being conducted. The Department shall have the discretion to discontinue an employee's salary subsequent to the original scheduled hearing date if a postponement is granted at the request of the suspended employee.

29.14 In the event any benefit contained in this agreement shall be deemed null and void or unenforceable in any manner, the State agrees to provide a benefit or financial amount equal to the benefit declared null and void or unenforceable. In the event a benefit is deemed null and void or unenforceable, the State agrees to negotiate the subject with the Association. Should no agreement be reached with the Association within thirty (30) days or should

a dispute under this clause arise, the matter will be submitted to arbitration as provided in Article XXIV. The State agrees not to assert as a defense in any such arbitration, the claim or position that any matter concerning a change in wages, monetary fringe benefits or any other matters requiring legislative appropriation is not a subject for arbitration, or that any award of the arbitrator requiring legislative appropriation is beyond the authority of the arbitrator.

29.15 A committee comprised of two (2) officers appointed by the Department and two (2) members of the Association appointed by the Association shall meet at the request of any two (2) members for the purpose of determining members of the Department to be awarded a monetary sum for participating and/or being responsible for an outstanding arrest. The persons selected and the amount of the award shall be determined by the committee and recommended for approval of the Colonel.

29.16 An annual physical examination is to be provided each employee.

29.17 The State shall provide legal counsel for any legal action arising out of conduct of State Policemen acting within the scope of their employment. The State shall also provide full indemnification for any liability, expenses or damages of any nature incurred by State Policemen resulting from any legal action arising out of conduct performed within the scope of employment. With respect to the provision of legal counsel in criminal matters, any legal action includes alleged criminal conduct arising out of

conduct of the State Policemen acting within the scope of their employment. In the event that the State is required to provide such criminal defense counsel pursuant to the terms of this collective bargaining agreement, the State's liability for such fees will be limited to the payment of reasonable legal fees that are customary and usual for criminal defense matters in the State of Rhode Island.

29.18 The mileage allowance paid for use of a private automobile on authorized State business shall be the GSA rate which shall be revised each January 1st and July 1st.

29.19 With the exception of late night assignments, detectives shall receive a meal allowance of Two and 50/100 (\$2.50) Dollars if they work past their normal scheduled working hours.

29.20 Employees required to go out of state on Department business shall be advanced expenses prior to their departure except in cases of emergency or when other circumstances preclude compliance.

29.21 With the exception of witness fees paid by the State of Rhode Island members of the State Police below the rank of lieutenant shall be entitled to retain all fees received for witness services in proceedings of any nature.

29.22 The department shall provide to the Association a command structure explanation for each barrack from the highest rank downward through the rank of Corporal consisting of the number of persons of each rank assigned to such barrack and shall notify the Association as to any changes in such barrack command structure

as determined by the Superintendent from time to time.

29.23 It is understood that the term "trooper" expressed in this Agreement in addition to the Letters of Understanding shall refer to all ranks in the bargaining unit unless otherwise designated.

ARTICLE XXX

FRINGE BENEFIT

30.1 Unless otherwise specified, any new category of fringe benefit negotiated with any other union will be given to employees covered by this agreement. This provision shall be of no force and effect after April 30, 2000 unless the parties agree in writing to extend this provision. The State also agrees to a side letter informing the Association if any other Union has had its Parity Letter regarding fringe benefits extended or in the alternative if the State enters into a new fringe benefit parity agreement with any other union with which the Department of Administration negotiates pursuant to R.I.G.L. 36-11-1 et. seq. and upon such notification the provisions of Article 30.1 shall be effective.

30.2 Members shall receive any additional health, welfare, insurance benefits extended by collective bargaining, legislation, administrative determination or other means to any other group of state employees during the term of this agreement.

ARTICLE XXXI

NON-DISCRIMINATION

31.1 The State and the Association agree not to discriminate in any way against employees covered by this agreement on account of race, religion, creed, color, sex, age or country of ancestral origin or any other basis protected by law or regulation.

31.2 All references to employees in this agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

31.3 The Association shall not discriminate against any employee in the administration of this agreement because of non-membership in the Association.

31.4 The State agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his right to bargain collectively through the Association, or on account of his membership in, or activities on behalf of, the Association.

ARTICLE XXXII

OUTSIDE EMPLOYMENT

32.1 Any uniformed employee within the bargaining unit desirous of engaging in outside employment shall provide notification and receive permission of the Superintendent or his designee. The employee shall indicate the nature of employment, location, anticipated hours of work and the means by which he may be contacted while employed elsewhere. It is understood that the needs of the Department shall be the primary consideration; therefore, employees shall have the obligation to be available and physically fit for full performance of their law enforcement

duties. Should it be determined that authorized outside employment is interfering with the employee's job performance, the Superintendent shall have the authority to restrict said outside employment in a manner reasonably deemed necessary. It is understood that any employment shall not encompass work which adversely affects the integrity of the Department.

ARTICLE XXXIII

TERMINATION OF AGREEMENT

33.1 This agreement shall be effective as of the 1st day of May, 2000 and shall remain in full force and effect until the 30th day of April, 2003. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

33.2 In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

33.3 In witness whereof, the parties hereto have set their

hands this _____ day of _____ , 200_.

RHODE ISLAND STATE TROOPERS
ASSOCIATION

STATE OF RHODE ISLAND

By _____
Jamie Pereira
President

By _____
Governor, Lincoln Almond

By _____
Robert J. Moss, Esq.
Association Spokesman

By _____
Robert L. Carl, Jr., Ph.D.
Director of Administration

By _____
Colonel Steven M. Pare
Superintendent of Rhode
Island State Police

By _____
John J. Turano
Labor Relations Administrator

MEMORANDUM OF UNDERSTANDING

The undersigned, parties to a collective bargaining agreement ("Agreement"), hereby mutually agree that the fifteen (15) days military training leave with pay set forth in Article XVII, Section 1 of the Agreement shall be applicable to an employee's military training obligation occurring on any weekend time provided the employee has, prior to the weekend training in question: (a) made a reasonable effort to change said training to a different time during the same calendar month when he is not scheduled to work and which fully satisfies the same military training obligation; or (b) has made a reasonable, but unsuccessful, effort to arrange a "mutual swap" with another employee; and (c) submitted evidence of his weekend training obligation to his commanding officer.

Agreed this 10th day of December, 1993.

For the Rhode Island
Department of State Police

Rhode Island State Troopers
Association

LETTER OF UNDERSTANDING

WORK SCHEDULE

The State of Rhode Island Department of State Police (referred to as the "Department") agrees that the present work schedule for uniformed troopers known as the three (3) days on and three (3) days off schedule (referred to as the "3 and 3 schedule") shall be continued with the following exception as provided herein for training time.

The sole exception to a trooper being assigned a "3 and 3 schedule" shall be when a trooper is scheduled for training between Monday and Friday. In this event, wherever reasonable, a trooper assigned to weekday training shall not be required to work the preceding or subsequent weekend to the training. However, except for emergency situations, the trooper shall not be required to work more than one Saturday and one Sunday from the preceding and subsequent weekend.

At the expiration of the "1993 Agreement," should the "Department" be desirous of changing the "3 and 3 schedule," it shall within 30 days prior to the expiration date of the "1993 Agreement," notify the Union in writing of its desire to change the "3 and 3 schedule." Should the foregoing notice be provided, the parties agree to immediately enter into good faith negotiations to resolve the uniformed troopers' work schedule issue. If the parties are thereafter unable to resolve the work schedule issue, either party may submit the issue for resolution by arbitration

pursuant to the provision set forth in the Rhode Island State Police Arbitration Act, chapter 28-9.5 (referred to as the "Act").

Should the work schedule issue be so arbitrated at the expiration of the "1993 agreement," in addition to the factors set forth in the "Act," the arbitrators may consider the factor of the Department's deployment and operations then existing without regard to the past practice of the "3 and 3 schedule."

The parties further agree that any rights provided to the "Department" to unilaterally change the "3 and 3 schedule" to any other schedule as set forth in a Memorandum of Agreement, dated April 26, 1982, are to be deemed null and void for all purposes.

STATE OF RHODE ISLAND:

RHODE ISLAND STATE TROOPERS
ASSOCIATION:

Title: _____

Date: _____

Title: _____

Date: _____

LETTER OF UNDERSTANDING

PROBATIONARY PERIOD

It is understood and agreed that for the first twelve (12) months of a member's initial appointment to the Department which commences upon the member's taking of the sworn oath, he or she shall be a probationary employee and shall not be considered to be a member of the permanent State Police force until completion of that period. During this probationary period the appointee shall possess all the powers of the position to which he or she is appointed and shall, with the following exception, be covered by all provisions of the parties' collective bargaining agreement. In the event of termination of employment of a member during this probationary period as determined by a Department Disciplinary Hearing Board and the Superintendent, Article XXIV of the agreement shall not be applicable.

STATE OF RHODE ISLAND:

RHODE ISLAND STATE TROOPERS
ASSOCIATION:

Title: _____

Title: _____

Date: _____

Date: _____

LETTER OF UNDERSTANDING

RE-ENLISTMENT

The parties agree that in the event a member of the bargaining unit is denied reenlistment with the Department, he or she, upon request of the affected member or the Association, shall be entitled to a just cause hearing of said denial. A hearing board shall have sole authority to determine the issue of just cause and shall consist of three members of the Department, one selected by the Department, one selected by the Association from the bargaining unit and the third selected by the initial two (2) members. The third member selected shall be from the bargaining unit and shall be of higher rank than the aggrieved employee except that, if the member to whom reenlistment has been denied is a Sergeant, the third member shall be of equal rank. Should the two (2) selected members be unable to agree upon a third member within ten (10) days of their selection, the Department and Association shall jointly make application to the Rhode Island Superior Court and the presiding justice shall appoint the third member who shall meet the qualifications set forth in the preceding sentence.

The hearing shall be conducted in accordance with the provisions as set forth in Chapter 28.6 of the Rhode Island General Laws, Sections 42-28.6-5, 6-6, 6-7, 6-8, 6-9, and 6-10. The hearing board shall be empowered to sustain, modify in whole or in part, or reverse the denial of reenlistment. Said decision shall be by majority and shall be in writing and be accompanied by

findings of fact. Said decision shall be delivered promptly to the affected member of the Association. It is understood that Article XXIV Arbitration, of the parties' collective bargaining contract shall not be applicable to the decision rendered by the hearing board.

STATE OF RHODE ISLAND:

RHODE ISLAND STATE TROOPERS
ASSOCIATION:

Title: _____

Title: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

When the Superintendent has reason to believe that a trooper was involved in a preventable motor vehicle accident the matter may be submitted to an accident review board for a determination. The board, if it finds that the trooper could have reasonably prevented said accident, may remove the use of a patrol car from the trooper for the purpose of travelling to and from home for a maximum period of sixty (60) calendar days. Such removal shall not be subject to grievance or arbitration. The accident review board shall be composed of three members of the Division, two of whom shall be selected by the Superintendent and one selected by the Association, provided however, that such member shall hold the rank of corporal or sergeant with a minimum of eleven (11) years of service within the Division.

STATE OF RHODE ISLAND:

RHODE ISLAND STATE TROOPERS
ASSOCIATION:

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 00
UNCLASSIFIED ANNUAL SALARIES
STATE POLICE
May 9, 1999

	0-5 Months	6	18	30	42	48	72
69	(		46361	)		48169	50169
70	(		51404	)		53408	55408
80	35672	37211	38740	40280	41860	43493	
81							45493
82	39672	41211	42740	44280	45860	47493	
83	(		50361	)		52169	
84	(		55404	)		57408	

69=Corporal
70=Sergeant
80=Trooper
81=Senior Trooper
82=Detective Trooper
83=Detective Corporal
84=Detective Sergeant

SCHEDULE 00
UNCLASSIFIED ANNUAL SALARIES
STATE POLICE
May 1, 2000

	0-5 Months	6	18	30	42	48	72
69	(		48215	)		50096	52096
70	(		53460	)		55544	57544
80	37099	38699	40290	41891	43534	45233	
81							47233
82	41099	42699	44298	45891	47534	49233	
83	(		52215	)		54096	
84	(		57460	)		59544	

69=Corporal
70=Sergeant
80=Trooper
81=Senior Trooper
82=Detective Trooper
83=Detective Corporal
84=Detective Sergeant

SCHEDULE 00
UNCLASSIFIED ANNUAL SALARIES
STATE POLICE
May 1, 2001

	0-5 Months	6	18	30	42	48	72
69	(		50385	)		52350	54350
70	(		55866	)		58043	60043
80	38768	40440	42103	43776	45493	47268	
81							49268
82	42768	44440	46103	47776	49493	51268	
83	(		54385	)		56350	
84	(		59866	)		62043	

69=Corporal
70=Sergeant
80=Trooper
81=Senior Trooper
82=Detective Trooper
83=Detective Corporal
84=Detective Sergeant

SCHEDULE 00
UNCLASSIFIED ANNUAL SALARIES
STATE POLICE
May 1, 2002

	0-5 Months	6	18	30	42	48	72
69	(		52652	)		54706	56706
70	(		58380	)		60655	62655
80	40513	42260	43398	45746	47540	49395	
81							51395
82	44513	46260	47998	49746	51540	53395	
83	(		56652	)		58706	
84	(		62380	)		64655	

69=Corporal
70=Sergeant
80=Trooper
81=Senior Trooper
82=Detective Trooper
83=Detective Corporal
84=Detective Sergeant